

Current Memorandums of Understanding (MOUs)

September 2025

Please read these documents, in addition to the bargaining agreement, to ensure you have a full understanding of our current agreements between PFT & the District. These MOUs supersede portions of the current contract.

SECTION III. - Health and Welfare Benefits

- Health and Welfare Benefits for Teachers Sharing a Contract

SECTION IV. - Leave of Absence Policy

- Adjustment to Salary Deduction for Teachers in Differential Pay Status
- Catastrophic Illness Leave Bank
- Personal Necessity Leave for School Enrollment
- Leave for Reproductive Loss & Bereavement Leave for Stillbirth

SECTION VII. - Class Size and Staffing

- Pre-K12 Class Size 2025-26

SECTION VIII. - Hours of Employment

- Parent/Teacher Conferences and Site Scheduled Professional Growth Day 2025-2026 School Year
- Elementary VAPA Vision and Teacher Collaboration Program
- Special Day Class (SDC) Release Time

SECTION X. - Evaluation Procedures

- Teacher Professional Learning and Effectiveness System
- Tentative Agreement 2024-2025

SECTION XI. - Wages

- Cooperating Teacher Stipends
- Elementary Mandarin Immersion & Dual-Language Program Stipends

Memorandum of Understanding
Between
Poway Federation of Teachers
And
Poway Unified School District
Health and Welfare Benefits for Teachers Sharing a Contract

A Shared Contract is described in Section VIII – Hours of Employment, subsection titled “Shared Contracts” in the Collective Bargaining Agreement (CBA) between Poway Unified School District (PUSD) and Poway Federation of Teachers (PFT) dated July 1, 2012 – June 30, 2015, extended to June 30, 2018.

Health and welfare benefits for teachers working under a shared contract is currently described in Section III – Health and Welfare Benefits, subsection titled “Shared Contracts”, of the CBA between PUSD and PFT.

This MOU supersedes Section III – Health and Welfare Benefits, subsection titled “Shared Contracts” in the CBA.

As of July 1, 2016, the District shall provide the basic insurance package to each teacher working a shared contract of 50% or more.

Federation: 

Date: 05-10-16

District: 

Date: 5/10/16

**Memorandum of Understanding
Between
Poway Federation of Teachers (PFT)
And
Poway Unified School District (PUSD)**

Adjustment to Salary Deduction for Teachers in Differential Pay Status

When accessing certain types of leave, PFT unit members are considered in "differential pay status." This means they receive their full per diem salary less the cost of a substitute. Examples of leaves in the collective bargaining agreement that have resulted in differential pay status include extended sick leave, child bonding, the third compelling reasons day, and the five additional days of personal necessity that are available for qualifying reasons when all available accrued sick leave has been exhausted.

Due to a high rate of unfilled absences and the need to remain competitive, rates paid to substitute teachers in PUSD have increased multiple times over the last several years. These increases have been important in attracting and retaining substitute teachers; however, they have created an unintended financial burden for teachers in differential pay status.

PUSD and PFT have reached an agreement intended to ease this burden. Beginning February 1, 2024, and continuing thereafter, the amount deducted for each day in differential pay status shall be half the daily rate of the lowest cell on certificated teacher salary schedule I (currently cell B2). Example, the current annual salary on the lowest cell (B2) is \$58,959. With 186 workdays, the daily rate is \$316.98. Half of this daily rate is \$158.49. Rounding to the nearest dollar, \$158 is the rate that shall be deducted for each day in differential pay status. This rate is tied to the lowest cell on certificated teacher salary schedule I and will change as the salary schedule changes over time. Effective February 1, 2024, the same differential pay rate shall be deducted, regardless of the length of the absence (no change at day 11 or 21).

The rates paid to PUSD substitutes increased as of January 1, 2024. However, teachers who were on an approved leave of absence through December 31, 2023, AND whose absence resulted in differential pay were "grandfathered in" at the "old" sub rates (\$180 per day and \$200 per day on day 21 and beyond) through January 31, 2024.

It is the intent of the parties to add the language in this MOU to the Bi-lateral Agreement between the Poway Unified School District and the Poway Federation of Teachers.

For the Federation



Signature

3/1/2024

Date

For the District



Signature

3/1/2024

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE POWAY UNIFIED SCHOOL DISTRICT AND THE POWAY FEDERATION OF TEACHERS
CATASTROPHIC ILLNESS LEAVE BANK**

Definition

"Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate an employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

The District shall establish a Catastrophic Leave Bank to which eligible unit members may donate earned and unused sick leave. Catastrophic leave can only be granted to members who have joined the Catastrophic Leave Bank by donating at least one day of sick leave during an advertised Catastrophic Leave Drive.

The Catastrophic Leave Drive conducted during the 2024-25 school year shall going forward be considered a "Primary Catastrophic Leave Drive." PFT unit members who donate a minimum of one day of sick leave during each Primary Catastrophic Leave Drive will be considered members of the Catastrophic Leave Bank for a period of three years. For example, those who donated in the fall 2024 drive shall remain members of the Bank for the 2024-25, 2025-26, and 2026-27 school years. Primary Catastrophic Leave Drives will occur every third year (fall 2024, fall 2027, fall 2030, etc.).

During years in which there is not a Primary Catastrophic Leave Drive, unit members may wish to donate and join the Catastrophic Leave Bank. To give this opportunity to as many unit members as possible, a Secondary Catastrophic Leave Drive will occur during years in which there is not a Primary Catastrophic Leave Drive. PFT unit members who donate a minimum of one day of sick leave during a Secondary Catastrophic Leave Drive will be considered members of the Catastrophic Leave Bank for the remaining years of the current three-year Primary Drive Cycle. For example, those who donate in the fall 2025 Secondary Catastrophic Leave Drive, can apply to access the Bank for the 2025-26 and 2026-27 school years. Those who donate in the fall 2026 Secondary Catastrophic Leave Drive, can apply to access the Bank for the 2026-27 school year only.

Donations shall be irrevocable. A donation to the Catastrophic Leave Bank shall be a general donation and shall not be donated to a specific employee for his or her exclusive use.

Eligibility

Temporary, probationary, and permanent unit members are eligible to participate. When a drive occurs, the unit member must have at least one (1) earned day of sick leave available by October 1 of the current school year to be eligible to donate. Upon retirement or separation from the District, a unit member may donate sick days to the Catastrophic Leave Bank if desired. Any such donations are permanent and will not be included when the unit member's sick leave balance is reported to STRS.

Auto-renewal & Ability to Opt-out

Once a unit member has joined the Catastrophic Leave Bank by donating at least one day of sick leave during a Catastrophic Leave Drive, the unit member shall remain a member of the Catastrophic Leave Bank, with one day being automatically deducted from the member's sick leave and donated during the next Primary Catastrophic Leave Drive. Primary Catastrophic Leave Drives shall occur every third year (fall 2024, fall 2027, fall 2030, etc.). This auto donation of one day occurs for all eligible unit members who have donated and joined the Bank in a past drive, regardless of whether the unit member joined during a Primary Catastrophic Leave Drive or a Secondary Catastrophic Leave Drive.

Members of the Catastrophic Leave Bank who wish to opt out of membership in the Catastrophic Leave Bank can do so during a Primary Catastrophic Leave Drive. It is the responsibility of the unit member to actively opt out during a Primary Catastrophic Leave Drive to avoid donating a sick day. Unit members who opt out of a cycle will not have a sick day automatically donated to the Bank and will not be eligible to be a recipient of catastrophic leave during that three-year cycle (unless they subsequently join the Bank again, by voluntarily donating a day during a Secondary Catastrophic Leave drive).

NOTE: Auto-donation avoids the possibility of forgetting to manually join during each Primary Catastrophic Leave Drive. Forgetting to donate would nullify a unit member's ability to access the Bank in the event of a catastrophic illness. The ability to opt out preserves the rights of unit members who do not wish to donate a sick day and who do want to withdraw from the bank.

Potential Modifications to the Three-Year Cycle

If a three-year cycle ends and the available hours in the Bank remain high, the Governing Committee may waive the auto-donation of current members for the next three-year cycle. A drive would still be conducted and unit members wishing to join the Bank would have the opportunity to donate. As an emergency measure, if the Catastrophic Leave Bank drops below 100 days, the Governing Committee may shorten the current three-year cycle and implement a drive with a one, two, or three-year cycle. In the case of a shortened cycle, current members of the Bank who do not choose to opt out during the Catastrophic Leave Drive will automatically donate one day of sick leave and remain in the Catastrophic Leave Bank for the newly declared cycle.

Governing Committee

The Governing Committee shall be composed of five members:

1. Three teachers (tenured)
2. Two administrators

The duties of the Governing Committee shall include the following:

1. To approve requests for withdrawal from the Catastrophic Leave Bank.
2. To make any additionally necessary governing decisions relative to the operation of the Catastrophic Leave Bank.

Governing decisions will be made by consensus, where possible. Where a consensus decision cannot be reached, the governing decisions will be made on the basis of four votes or more.

Annual Rollover of Days in Catastrophic Leave Bank

Any days remaining in the Catastrophic Leave Bank at the end of the school year will be credited to the Catastrophic Leave Bank for the next school year.

Qualifications of Recipient

1. Any member who has donated at least one day of sick leave to the Catastrophic Leave Bank during the most current drive cycle and who meets the definition of catastrophic illness or injury is eligible to apply for use of sick leave days in the Catastrophic Leave Bank. Members must wait 30 calendar days after their initial donation to access catastrophic leave.
2. To be eligible for use of Catastrophic Leave Bank days, the unit member must have exhausted accrued paid leave.
3. A unit member must use all paid leave credits that he or she continues to accrue on a yearly basis before receiving sick leave days which have been donated to the Catastrophic Leave Bank.
4. The maximum number of days to be utilized by one unit member for a single catastrophic illness shall not exceed 50 days or 50% of the total available leave bank, whichever is less.
5. Any unit member requesting use of sick leave days in the Catastrophic Leave Bank must provide the Governing Committee with written verification of the catastrophic illness. Such verification must be prepared in writing by a licensed physician of the State of California. The Governing Committee may require the unit member who

is incapacitated to undergo an examination by a physician selected from a list supplied by the District, at the District's expense, to verify the injury or illness, the degree of disability, and the anticipated length of disability.


Recipients of Catastrophic Leave Bank days shall receive those days in the form of their regular salary. Use of catastrophic leave will not result in differential pay during the employee's absence.

Procedure


1. The Governing Committee shall develop the process by which donations shall be solicited and submitted. All donations must be received by the last working day of the Catastrophic Leave Drive.
2. All requests for Catastrophic Leave Bank Days shall be presented in writing to Personnel Support Services (PSS), which shall forward that request to the Governing Committee. The District shall provide the unit member with a copy of this contract provision. It shall be the responsibility of the unit member to satisfy all conditions of eligibility.
3. PFT shall hold the Governing Committee harmless and indemnify the Governing Committee from any and all claims, attorneys' fees, judgments, costs or settlements arising from the administration of this section.
4. The Governing Committee's decision to deny a unit member's request to utilize the Catastrophic Leave Bank is final and not subject to the grievance procedure.

This agreement expires on June 30, 2027, unless renewed by mutual agreement of the parties.

For PUSD


Date 9/16/2025

For PFT


Date 9/16/2025

Memorandum of Understanding
Between the
Poway Federation of Teachers
And the
Poway Unified School District

Personal Necessity Leave for School Enrollment

Full time unit members may access up to 14 hours (or the amount proportional to their contracted percentage) of Personal Necessity Leave to find, enroll, or re-enroll a family member in a preschool/childcare center, College, University, or other post-secondary institution.

It is the intent of the PFT and the PUSD to include pertinent language from this MOU in the next PFT/PUSD collective bargaining agreement.

For PUSD



Date: 2/15/19

For PFT



Date: 2/15/19

Memorandum of Understanding
Between
Poway Federation of Teachers And
Poway Unified School District

Leave for Reproductive Loss & Bereavement Leave for Stillbirth

LEAVE FOR PREGNANCY, MISCARRIAGE, CHILDBIRTH, AND RECOVERY THEREFROM

The board shall provide a leave of absence from duty for any member of the Unit who is required to be absent from duty because of pregnancy, miscarriage, childbirth, and recovery therefrom. Disabilities caused or contributed to or by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan provided by the District. The board will grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for illness, injury, or disability.

LEAVE FOR REPRODUCTIVE LOSS (Pursuant to provisions of SB 848, Rubio and Government Code section 12945.6)

Up to 5 days of accrued sick leave may be accessed for reproductive loss which includes miscarriage, failed adoption, failed surrogacy, stillbirth, and unsuccessful assisted reproduction. The reproductive loss event applies to any person who would have been a parent as a result of the unsuccessful adoption, surrogacy, assisted reproduction, or pregnancy.

- The bargaining unit member must be employed by PUSD for at least 30 days prior to the commencement of this leave.
- These days need not be taken consecutively.
- If a unit member experiences more than one reproductive loss event within a 12-month period, a total of up to 20 days may be accessed within a 12-month period.
- Reproductive loss leave shall be completed within three months of the reproductive loss event.
 - "Reproductive loss event" means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction).
 - However, if, prior to or immediately following a reproductive loss event, an employee is on or chooses to go on leave from work pursuant to Government Code Section 12945 (disabled as a result of pregnancy, childbirth, or a related medical condition) or 12945.2 (Family Care & Medical Leave), or any other

leave entitlement under state or federal law, the employee shall complete their reproductive loss leave within three months of the end date of the other leave.

- An employee accessing this leave is entitled to confidentiality and is not required to provide evidence that such leave is necessary.

BEREAVEMENT LEAVE

The District will grant leave of absence, not to exceed five (5) days due to the death of any member of the employee's immediate family. This leave also applies to the loss of a child due to stillbirth.

No deduction shall be made from the salary of such employee, nor shall such leave be deducted from other categorical leaves granted by the District.

Members of the immediate family mean the mother, father, aunt, uncle, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the child of the employee or of the spouse of the employee, and the spouse, son-in-law, son, daughter, daughter-in-law, brother or sister of the employee or any person living in the immediate household of the employee.

In cases of long-established family or personal relationships not listed, bereavement leave may be granted at the discretion of the Associate Superintendent Personnel Support Services or designee.

It is the intent of the parties to include the language of this MOU in the collective bargaining agreement in the next Tentative Agreement.

For PUSD



Associate Superintendent
Personnel Support Services

Date: June 25, 2025

For PFT



President
Poway Federation of Teachers

Date: June 25, 2025

Memorandum of Understanding
Between the
Poway Federation of Teachers
And the
Poway Unified School District

Pre-K-12 Class Size 2025-26

Consistent with the Collective Bargaining Agreement and provisions of Section VII- Class Size and Staffing, District-wide schools will be staffed for teachers in the following manner:

Preschool

A 1:12 adult to student ratio must be maintained in all licensed classrooms. The only exception to this is during nap time, which can be a 1:24 ratio as long as all children are on their mat, and other staff is readily available and on campus.

Elementary

- TK 20:1 certificated teacher staffing ratio; 10:1 when teacher and Instructional Assistant are both considered in staffing ratio
- K-1 24.5:1 staffing ratio
- 2-3 25.5:1 staffing ratio
- 4-5 29:1 staffing ratio

At TK, the District-wide class size ratio is 20:1, with a maximum class size of 20 and a student to adult staffing ratio of no higher than 10:1.

The Associate Superintendent's approval is required for TK classes exceeding 20, based on the recommendations of the principal, the affected teacher, and the Joint Staffing Team. In any case where an exception is made to exceed 20 students, the student to adult staffing ratio shall be no higher than 10:1.

At K-1, the District-wide class size ratio is 24.5:1 with a maximum class size of 26.

At 2-3, the District-wide class size ratio is 25.5:1 with a maximum class size of 26.

At 4-5, the District-wide class size ratio is 29:1 with a maximum class size of 31.

The Associate Superintendent's approval is required for K-3 classes exceeding 26, based on the recommendations of the principal, the affected teacher, and the Joint Staffing Team.

For purposes of an alternative bargained agreement, site average class size for K-3 shall not exceed 26:1.

All elementary class sizes should include any students accessing the class as part of a collaboration or inclusive practices model.

Middle School

- 6th-8th 29:1 staffing ratio with a target of 34 for core classes (all Language Arts & Social Studies, all Math, all Science, all Spanish)
- PE: Target is 50-55
- Collab and Co-taught Classes at middle school should be smaller than the target when possible (30-34).

Any middle school core classes above the target of 34 need to have justification and a consultation with the affected teacher.

All secondary core classes should meet the targets (though targets are not hard caps) and numbers should include any students accessing the course as part of a collaboration or inclusive practices model.

High School

- 31:1 staffing ratio with a target of 36-38 for core classes (all English, all Math, all Science, all Social Science, & all World Language)
- 9th grade English 1-2, Integrated Math I, II, III, Biology, and Chemistry: Target of 35
- PE: Target is 50-55
- Collab and Co-taught Classes at high school should be smaller than the target when possible (30-35).

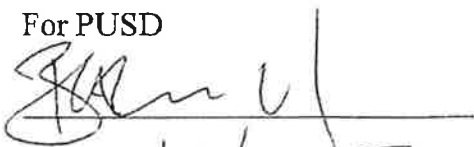
Any high school core classes above the target of 38 need to have justification and a consultation with the teacher.

All secondary core classes should meet the targets (though targets are not hard caps) and numbers should include any students accessing the course as part of a collaboration or inclusive practices model.


This agreement is for the 2025-2026 school year and expires on June 30, 2026.

Each year, the parties will review this agreement to determine whether further class size reduction could be made.

For PUSD


Date: 8/5/2025

For PFT


Date: 8/5/2025

Memorandum of Understanding
Between
Poway Federation of Teachers (PFT) and Poway Unified School District (PUSD)
Parent/Teacher Conferences and Site Scheduled Professional Growth Day
2025-2026 School Year

Elementary School

Parent/Teacher conferences shall be offered and held at the elementary level during the following window: Monday, November 17 – Friday, November 21 for all students. Monday, November 17th shall be a full non-student day dedicated to Parent/Teacher Conferences. During the remainder of the week, elementary sites will have three minimum days for the purpose of Parent/Teacher Conferences. Additionally, each elementary school will have two minimum professional growth days to be scheduled by the site some time during the school year. Guidelines for conferences at the elementary level are as follows:

- The minimum timeframe required for scheduling parent conferences shall be 30 minutes before the start of the school-based workday (Section VII Teacher Contract) and shall extend no later than the end of the school-based workday.
- Parent/teacher conferences may be conducted in person, via telephone, or by video conference. If mutually agreed upon by the teacher and parent, a conference is not required to be held if a recent IEP meeting has been held, or the student is meeting or exceeding standards, and parents have been informed of their child's progress and next best steps for learning.
- One conference shall be offered per child, unless specified by court order.

Middle Schools

Parent/Teacher conferences shall be offered and held at the middle school for students not performing at proficient levels or below abilities, as determined by the teacher based upon objective data and student work.

- Due to varying grading periods at middle schools, sites may, by consensus, select the week Parent/Teacher Conferences shall be held. The selected week shall be comprised of five minimum student days, with non-student time dedicated to Parent/Teacher Conferences.
- Middle Schools will have a full Professional Growth Day scheduled on November 17, 2025, to align with the full non-student day at the elementary level.

High Schools

High Schools will have a full Professional Growth Day scheduled on November 17, 2025, to align with Parent/Teacher conferences at elementary, and the full Professional Growth Day at Middle School. This day will replace the Professional Growth Day at the High School level originally scheduled for October 27, 2025.

PUSD and PFT commit to gather feedback from teachers, as well as collect data on the impact that this scheduling has on Average Daily Attendance (ADA) and PSEA Professional Growth. The parties further commit to analyze any impacts that this change has for Parent/Teacher Conferences and Professional Growth.

This agreement will expire on June 30, 2026, but may be renewed by signed approval of both parties.

For the Federation

Signature PKH
Date 6/24/2025

For the District

Signature Dulley Petersen
Date 6-26-25

Memorandum of Understanding
Between
Poway Federation of Teachers And
Poway Unified School District

Elementary VAPA Vision and Teacher Collaboration Program

(Effective July 1, 2025)

PFT and PUSD mutually value the impact of job-embedded collaboration and ongoing professional learning opportunities. Effective July 1, 2024, PFT and PUSD mutually agreed to implement an elementary teacher collaboration program in conjunction with the District's elementary Visual and Performing Arts (VAPA) Program, to begin in the 2024-2025 school year.

Concept: An elementary VAPA Vision program provides students with a District-wide common learning experience and broad based learning opportunities in visual and performing arts.

Commitment: PFT will continue to commit \$1 million in ongoing funds, allocated by PUSD, as stipulated in PFT & PUSD's 2015-16 Tentative Settlement Agreement. These funds will be applied to the cost of the total number of teachers needed to provide approximately 1.75 hours of collaboration/professional learning time for TK-5 grade level teacher teams and Special Day Class teachers. This time shall occur approximately every 13 days (about 14 times per year), on the same day when possible, in conjunction with the District's elementary VAPA Vision program.

Full time Resource Education Specialist teachers and Elementary Speech and Language Pathologists will be provided collaboration time via sub release and/or will be paid at the negotiated teacher hourly rate for collaboration with colleagues outside the workday. The number of collaboration hours is dependent upon the annual number of VAPA Vision Days.. See Appendix A for details.

Time: The elementary VAPA Vision program and associated instructional lessons delivered by multiple subject credentialed teachers will provide approximately one hour and 45 minutes of collaboration/professional learning time for general education teachers in grades TK through 5 approximately every 13 days (about 14 times each school year). For the 2025-26 school year, 12 sessions shall be provided.

Structure: Elementary schools will be assigned the appropriate number of elementary VAPA Vision program teachers, based on the number of classes at the school, to release general education teachers by common grade level for collaboration/professional learning during the block of time that their students receive VAPA Vision instruction.

This agreement becomes effective July 1, 2025. The collaboration time referenced in this MOU has been jointly funded as described above and may only be changed or suspended if mutually agreed upon by both parties. If suspended or eliminated by mutual agreement, the PFT's one-million-dollar on-going commitment will be included in the share of resources available to PFT in the next IBPS negotiations.

For PUSD



Associate Superintendent
Learning Support Services

Date: 6-26-25

For PFT



President
Poway Federation of Teachers

Date: June 25, 2025

Appendix A

Full time Resource Education Specialists teachers and Elementary Speech and Language Pathologists (SLPs) will be provided collaboration time via sub release and/or will be paid at the negotiated teacher hourly rate, for up to a total of 13 hours of collaboration time for the 2025-2026 school year. The number of collaboration hours is dependent upon the annual number of VAPA Vision Days. For example, 14 days = 15 hours of collaboration time, 13 days = 14 hours of collaboration, 17 days = 18 hours of collaboration time, 12 days = 13 hours of collaboration time. Participation in this collaboration time is voluntary and collaboration topics are teacher driven.

Options for Collaboration

1. If the schedule for providing student services permits, the Resource Education Specialist teacher and Elementary Speech and Language Pathologist will participate in the site VAPA Vision schedule to collaborate with colleagues of their choice.

OR

2. Full time Resource Education Specialist teachers and Elementary Speech and Language Pathologists may engage in up to 13 hours of collaboration time. (Part time teachers receive the hours commensurate with their contracted percentage). The hours (up to 13) may be taken in the following ways:

- One full and one half sub days (7 plus 3.5 hours of admin release) for collaboration with colleagues (Tuesday, Wednesday, Thursday) and up to 2.5 hours on a timesheet paid at the currently negotiated hourly rate = up to 13 hours total collaboration time.

- One sub day (7 hours of admin release) for collaboration with colleagues and up to 6 hours on a timesheet paid at the currently negotiated hourly rate = up to 13 hours total collaboration time.

- 13 hours on a timesheet paid at the currently negotiated hourly rate to collaborate with colleagues.

Memorandum of Understanding
Between the
Poway Federation of Teachers
And the
Poway Unified School District

Special Day Class (SDC) Release Time

Due to the unique demands of TK-Adult Transition Special Day Classes, SDC teachers have the option to request administrative release and secure substitute coverage. This coverage can be requested in half-day or full-day increments to allow time to: conduct necessary student assessments and dedicated focused time for thorough IEP preparation. This administrative release time will be covered by Special Education funds.

*PreK SDC teachers have dedicated time within their contracted workday specifically allocated for completing case management tasks. This ensures that they can effectively manage their caseloads and fulfill all necessary requirements.

BLOCK DAY FORMULA	
# of students	# of days/year
6 and under	½-1 day
7-8	1 ½ days
9-12	2 days
13-14	2 ½ days
15+	3 days

It is the intent of the PFT and the PUSD to include pertinent language from this MOU in the next PFT/PUSD collective bargaining agreement.

For PUSD

Thelma Peterson

For PFT

Kelly Orrell

Date: 9-5-25

Date: 9/5/2025

**Memorandum of Understanding between the Poway Unified School District
and
Poway Federation of Teachers**

Teacher Professional Learning and Effectiveness System

In response to growing national concern regarding teacher evaluation and student learning, PFT and PUSD formed a Core Evaluation Team to review research and produce a “White Paper” – a report of information related to the issues of teacher evaluation and improved student learning. The review of this research and this document were used to make research-based decisions on the development of a new teacher evaluation system. This system will focus on continuous professional learning to ensure that PUSD teachers who are retained and tenured can effectively support student learning throughout their careers. This new system, Teacher Professional Learning and Effectiveness System (TPLES) will continue to include the PUSD/PFT Poway Professional Assistance Program (PPAP) for beginning teachers and our Permanent Teacher Intervention Program (PTIP), to allow for a fair process and timely removal of teachers who do not improve with feedback and intensive support and assistance.

TPLES Components include multiple measures and the process begins with self-reflection and goal setting on the part of the teacher. Multiple ways for self-reflection include but are not limited to student perception surveys, self-reflection forms linked to our Continuum of Teaching Standards and reflective journaling.

TPLES Multiple Measures are components of our system are:

1. Standards-based evidence of practice gathered through observations by trained teachers/peers and administrators, review of classroom videos, data from student perception surveys, and examination of instructional artifacts. Using the PUSD Continuum of Teaching Standards observations will include the administrator and with mutual agreement peer and/or video observations;
2. Teacher’s impact on student learning as measured by teacher-developed Student Learning Objectives (SLOs) that use classroom, department, grade level, or district assessments for benchmark and summative measures of student learning. The teacher’s reflection on practice and implementation of instructional strategies are emphasized rather than student test scores, and;
3. Teacher’s contribution to the profession is based on individual Professional Learning Objectives (PLOs), measured progression toward meeting those goals, and teachers’ contributions to school site goals.

TPLES Advisory Board, comprised of district and teacher federation leadership, and principals, will gather data and input from participants for a review of our Teacher Professional Learning and Effectiveness System during the first 5 years (2016-2021). The TPLES Advisory Board is tasked with the following responsibilities:

- *Calibrating SLO/PLO*
- *Monitoring and Supporting the Implementation of TPLES*
- *Adjusting accordingly based on input and feedback*

- *Remaining forward thinking as we reflect on this year in order to plan for next year*
- *Amending the MOU as needed with the goal of leading to contract language*

SECTION X –of the PFT Collective Bargaining Agreement

Evaluation Procedures: Teacher Professional Learning and Effectiveness System

PROCEDURES

Nothing in the procedure shall preclude any additional evaluation conferences or formal evaluations at the discretion of the evaluator. Nothing in this procedure shall preclude the evaluatee from requesting additional conferences or evaluations.

As provided by California Education Code 44664 (a) (3), the evaluation of permanent teachers who are highly qualified and have taught in PUSD for a minimum of ten years, and have received prior effective practice (meets standards) evaluations may be evaluated every five years. However, the federation and district agree the purpose of TPLES and its evaluation component is designed to focus on self-reflection, to receive meaningful feedback, and to continuously engage in professional learning. To meet this objective, teachers with a minimum of ten years of effective practice in PUSD will participate every three years in the TPLES cycle. NOTE: As of July 1, 2016, teachers currently in the five-year cycle will not begin the new TPLES three (3) year cycle until their current five-year cycle is complete.

TPLES TIMELINE

1. Teachers to be formally placed in TPLES during the current year shall be so notified who his/her primary observer/evaluator will be by Sept. 15.
2. Permanent teachers not notified by Sept. 15 shall not be formally placed in TPLES unless the teacher has been given a thirty (30) day written notice at any time during the year to institute the formal TPLES process.

TPLES CYCLE

- Temporary and Probationary teachers participate in TPLES every year.
- Permanent teachers with effective practice participate every other year, beginning the first year of permanency until year ten (ten years from hire date).
- Permanent teachers with ten years or more in PUSD deemed effective practice overall participate every three years.

TPLES PROCESS:

I. PRIOR TO THE PLANNING CONFERENCE

Each teacher shall participate in a self-reflection activity, prepare an individualized Student Learning Objective (SLO), aligned to academic or content standards or IEP goal, and a Professional Learning Objective (PLO) aligned to the PUSD Continuum of Teaching Standards for review, discussion, and approval by the observer/evaluator (form TPLES1 for Traditional Evaluation or TPLES1a for Alternative Evaluation)).

II. PLANNING CONFERENCE

The purposes of the planning conference include: a collaborative discussion of the teacher's self-reflection and current evidence of practice; student learning and professional learning objective details; and determination of observation type (administrator and/or peer) and format (face-to-face and/or video), modification if necessary, and approval of the plan.

- A. A Planning Conference shall be held by the evaluator not later than:
 - a) October 15 for temporary and probationary teachers
 - b) October 30 for permanent teachers
- B. The Planning Conference deadline for Alternative Evaluation shall not be later than October 30.

III. CLASSROOM OBSERVATIONS

- 1. For temporary and probationary teachers, there shall be at least two formalized observations, (form TPLES2) totaling a minimum of 60 minutes in both the fall and spring TPLES cycle for a combined total not less than 120 minutes. Formal observations may be augmented by informal observations.
- 2. For permanent teachers, there shall be at least two formalized observations during the school year, (form TPLES2) with a combined total not less than 60 minutes. Formal observations may be augmented by informal observations.
- 3. Temporary, probationary, and permanent teachers with fewer than five (5) years of effective practice will have their administrator observe the required number of observations during the fall TPLES cycle of the school year. With mutual agreement, observations required during the spring TPLES cycle may be administrator and/or peer using a format of face-to-face and/or video.

A. Administrator Observations:

All written summaries of the observations (TPLES2) shall be delivered to the teacher observed within three (3) working days following the observations, and signed by the observer/administrator within five (5) working days following the observations.

- a. A conference (face-to-face or electronic) involving the administrator and the teacher shall take place to review and reflect on the observation. Every effort will be made to hold the conference with five (5) working days.
- b. The teacher has the right to respond to the observation in writing, and the response shall be attached to the written Learning and Effectiveness Summary.
- c. Additional observations may be provided as necessary upon the request of the teacher.

B. Peer Observations:

- a) Pre-meeting conference between teacher and peer to identify observational data supporting the teacher's Student Learning Objective (SLO) and/or Professional Learning Goal (PLO) (TPLES1).

- b) Debrief to discuss peer observation.
- c) Teacher reflects on the feedback received from peer and changes made in instructional practice aligned to the teacher's SLO and PLO.
- d) All written reflections of observations shall be delivered to the Administrator with three (3) working days following the observation (TPLES2a).

IV. LEARNING AND EFFECTIVENESS SUMMARY

1. Temporary and Probationary teachers shall receive two formal Learning and Effectiveness Summaries completed, one prior to winter recess (form TPLES3a) and one in the spring (form TPLES3b).
 - a. Temporary or probationary teachers considered ineffective on the mid-year Learning and Effectiveness Summary will be referred to personnel. If deemed appropriate, the Midyear Summary will be referred to the PPAP Governance Board for their review and recommendation.
2. Permanent teachers shall participate in a mid-year conference with their administrator to reflect on the progress of the teacher's SLO and PLO. For permanent teachers requiring Guided Improvement of Practice, complete a Midyear Learning and Effectiveness Summary (form TPLES3a). Permanent teachers shall receive a minimum of one formal Learning and Effectiveness Summary (form TPLES3b) completed and delivered to the teacher no later than 30 days prior to the last day of school.
 - a. Permanent teachers who do not demonstrate overall effective practice on their Learning and Effectiveness Summary shall be referred to the PPAP Governance Board for determination of being placed in PTIP or to continue participation in TPLES.
3. Final Learning and Effectiveness Summary (form TPLES3b) shall be delivered to the teacher no later than thirty (30) calendar days before the last day of school.

V. REMEDIATION

1. In the event a teacher (temporary, probationary, or permanent) is not demonstrating effective practice in a satisfactory manner according to the PUSD Continuum of Teaching Standards, the administrator/evaluator shall notify the teacher in writing of such fact and describe such ineffective practice. Recommendations of improvement must be written for the most significant area of need, if improvement is required.
2. Classroom observations, conferences, and/or assigned professional learning opportunities may be increased at the discretion of the administration to provide the level of supervision and guidance necessary to resolve the identified problem(s).
3. Permanent teachers deemed overall ineffective, will be referred to the PPAP Governance Board, which oversees PTIP. The Governance Board will provide assistance, or see that assistance is provided, which may include participation in

the Teacher Intervention Program (PTIP). Other assistance deemed necessary by the teacher may be considered as part of the improvement process.

ALTERNATIVE EVALUATION PROGRAM

Permanent teachers with a minimum of five (5) years of overall effective practice (which may include service evaluated as a temporary teacher) and the endorsement of the site principal may opt for the TPLES Alternative Evaluation Program.

PLANNING CONFERENCE

- Notification by September 15 indicating the administrator/evaluator.
- Teachers volunteering for this process will develop a plan (TPLES1a) to include a self-reflection component, and the TPLES multiple measures components in self-chosen options. With agreement by the primary administrator/evaluator, these multiple measures will serve as the basis for TPLES cycle.
- Participation in National Board Certification may be used as the teacher's TPLES Alternative Evaluation.
- Upon the administrator/evaluator's approval, the teacher's course work, when acquiring a master's degree, may be used as the basis for their Alternative Evaluation.
- Alternative Evaluation planning conference (TPLES1a) will be completed and approved by October 30.

MID-YEAR CONFERENCE

The teacher or administrator may request a midyear conference to discuss progress and/or support, if needed.

FINAL ALTERNATIVE EVALUATION CONFERENCE

- Prior to the last day of school, the teacher shall be given the opportunity to meet with his/her administrator to discuss the teacher's self-selected Alternative Evaluation topic.
- Final conference includes a discussion, administrator reactions, and signatures on the teacher's SLO/PLO reflections (form TPLES1a)

OTHER

- TPLES and the Learning and Effectiveness Summary procedures may be revised during the term of this agreement by mutual consent of the District and Federation.
- The Learning and Effectiveness Summary and assessment of certificated employees' competence pursuant to this section shall not include the use of publishers' norms established by standardized tests. Teachers may choose to include assessment if part of their written SLO.

OTHER WRITTEN MATERIAL

No written derogatory material shall be placed in a teacher's personnel file unless and until the teacher has a reasonable time to review and comment thereon.

COMPLAINTS

Complaints from community members against an individual teacher, which may affect the Learning and Effectiveness Summary of that teacher, shall be referred to the principal or his/her designee. All complaints so referred will also be promptly brought to the attention of the teacher involved if that complaint may affect his/her Learning and Effectiveness Summary review.

Any complaint or allegation involving potential criminal misconduct shall be exempted from the provisions of this section. Also, the wording of this section shall supersede the provisions of Board Policy and District Administrative Procedure regarding the matters discussed herein.

FORMS

Forms to be used in Teacher Professional Learning and Effectiveness System pilot for unit members are: *Need to list all the forms (a and b for each) and be sure to match the form number/letter to each step in the process.*

- Professional and Student Learning Objectives form (TPLES1 for Traditional and TPLES1a for Alternative)
- Classroom Observation form (TPLES2)
- Peer Classroom Observation form (TPLES2a)
- Mid-year Learning and Effectiveness Summary form (TPLES3a)
- Final Learning and Effectiveness Summary form (TPLES3b)
- Alternative Evaluation Summary (TPLES1a)

Forms may be modified during the term of this agreement by mutual consent of the Federation and the District.



For the Federation

9/19/17
Date



For the District

9/19/17
Date

Tentative Agreement
Between the
Poway Unified School District and Poway Federation of Teachers
2024-2025

In light of the projected state and PUSD budget gaps, the Poway Federation of Teachers (PFT) and the Poway Unified School District (PUSD) have tentatively agreed to a settlement for the 2024-25 school year as detailed below:

1. Maintenance of all teacher salary schedules including Salary Schedules I-IV, Adult Ed., CTE, Preschool, Librarian, Resource Nurse, and Speech and Language Pathologists.
2. Maintenance of current class sizes, including staffing ratios, elementary class size caps and secondary class size targets.
3. Health & Welfare: The parties have agreed to implement a three-year health and welfare model, per the terms described below. An insurance Plan Year runs from January 1 – December 31.
 - a. For insurance Plan Years 2025, 2026, and 2027, the District will continue to pay full coverage for the HMO employee-only plans for medical, dental, and vision.
 - b. For Plan Years 2025 and 2026, total medical, dental, and vision out of pocket (OOP) costs for unit members electing Employee+1 or Family coverage (HMO or PPO) will **not** increase. Additionally, the PPO Employee Only out of pocket (OOP) costs will **not** increase for the 2025 and 2026 Plan Years.
 - i. Fifty percent of the District's annual Other Post Employment Benefits (OPEB)* contribution on behalf of PFT will be used to offset the increased cost in insurance premiums in each of these years.
 - c. For Plan Year 2027, 25% of the District's annual contribution to OPEB on behalf of PFT will be used to offset increases in unit members' OOP costs. The chart below indicates the actual increases (tenths) to total medical, dental, and vision OOP costs based on plan selection, effective January 1, 2027 through December 31, 2027:

2027 Plan Year (Jan. 1 - Dec. 31) Tenths Increase From Current Current Including Medical Premium Delta Dental, and Vision			
HMO Plans	Employee	Employee + 1	Family
Kaiser+Delta Dental+Vision	\$ -	\$ 52	\$ 50
Anthem Select (Sharp)+Delta Dental+Vision	\$ -	\$ 93	\$ 105
Anthem Priority Select (Scripps)+Delta Dental+Vision	\$ -	\$ 69	\$ 67
PPO Plan	Employee	Employee + 1	Family
Anthem Blue Cross PPO+Delta Dental+Vision	\$ 172	\$ 364	\$ 494

- d. The parties agree to meet and negotiate the terms of the health and welfare program for insurance Plan Year 2028.


4. *Section IV, Leave of Absence Policy, Compelling Reasons Leave* shall be revised as follows:
 - a. Effective July 1, 2024 and annually thereafter, each member of the unit shall be eligible for a maximum of three (3) days of Compelling Personal Reasons Leave at **full salary**. This leave can be accessed for reasons deemed by the unit member to be of compelling personal importance. This leave does not accrue from year to year.
 - b. Repeated use of this leave by a unit member for the purpose of extending holidays or vacation is not permitted. Use of this leave upon the beginning or conclusion of the teacher and student school years is subject to review by the Associate Superintendent, Personnel Support Services.
5. *Section X, Evaluation Procedures*, shall be revised as follows:
 - a. Permanent Teachers with 10 years of PUSD Experience shall be evaluated **every 5 years**, rather than every 3 years. All other terms and conditions of the Teacher Professional Learning and Effectiveness System (TPLES) procedures shall remain in effect.
6. The agreed upon provisions of the Teaching and Learning Cooperative (TLC) will remain in place, with the following modifications:
 - a. Once teachers have attained 40 TLC points, as verified by the Professional Learning Advisory Board (PLAB), teachers currently on Columns B, C, D or E of the certificated salary schedules will advance to TLC prime columns B', C', D', E', respectively, for a period of **four years** (rather than 3 years) beginning July 1, 2024. As previously negotiated, these TLC prime columns are 3% higher than the corresponding B, C, D or E column. To remain on these TLC prime columns, teachers must continue to attain 40 TLC points every four years.
 - b. Points shall expire **6 years** after the original effective date (rather than 5 years after the original effective date).
 - c. The parties intend to include this language into the collective bargaining agreement.
7. This agreement concludes negotiations for the 2024-25 school year.
8. The parties commit to continue to use the IBPS process as outlined in the bargaining Agreement between PUSD and PFT, *Section II, Duration of Agreement*.

*Other Post Employment Benefits are those health and welfare benefits extended to retirees with 10 years or more of PUSD benefitted eligible service from age of retirement until age 65 pursuant to *Section III, Health and Welfare Benefits for Retired Teachers*, of the collective bargaining agreement.

For the Federation


Kelly Logan, PFT President

For the District


James Jimenez, Associate Superintendent
Personnel Support Services

Memorandum of Understanding
Between the
Poway Federation of Teachers
And the
Poway Unified School District

Cooperating Teacher Stipends

The Poway Federation of Teachers (PFT) and the Poway Unified School District (PUSD) are committed to continuing to build an effective and consistent student teaching program. Partnering with local universities to provide mentorships to aspiring educators helps develop high-quality teachers and allows our district an opportunity to recruit and retain these teachers. Effective July 1, 2023, PUSD Cooperating Teachers who support student teachers in our district classrooms shall be compensated \$600 per term, with two quarters or one trimester constituting "a term." Any amount paid to the cooperating teacher by the supporting university will be applied toward the \$600 stipend. For example, if the university provides \$200 to the cooperating teacher, PUSD will pay the remaining \$400.

This agreement will expire on June 30, 2026, but may be renewed by signed approval of both parties.

For PUSD

Shelly Peterson

Date: 9-5-25

For PFT

Kelly Powell

Date: 9/5/2025

Memorandum of Understanding
Between the
Poway Federation of Teachers
And the
Poway Unified School District

Elementary Mandarin Immersion & Dual-Language Program Stipends

The Poway Federation of Teachers (PFT) and the Poway Unified School District (PUSD) mutually value the Mandarin Immersion & the Dual-Language programs offered at the elementary level.

Effective July 1, 2024, all teachers in a self-contained Bilingual/Dual Language model (Spanish, TK in Spanish, or Mandarin) AND all teachers in a Mandarin Immersion Partner Model (both Mandarin & English teachers) will receive a \$2,000 annual stipend.


Mandarin Immersion Partnership Model teachers will also receive one hour of collaboration time per week or two hours every other week. This release time will be supported by the on-site AIRs and the Mandarin Language TOSA.

It is recommended that teachers in the Mandarin Immersion Partnership Model continue to explore other means of reducing workload, such as conferencing with parents for their rostered class only.


Learning Support Services (LSS) is committed to exploring and implementing ways to streamline progress notices in the Mandarin Immersion Program.

This agreement will expire on June 30, 2026, but may be renewed by signed approval of both parties.

For PUSD


Date: 6-18-2025

For PFT


Date: 6/18/2025